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NOTES OF CASES.

Waters—Public Water Supply—Meters—Clandestine Taking of Water—Presumption—Settlement of Claim—Ratification—Repudiation—Waiver—Estoppel.—*Brandon Electric Light Co. v. City of Brandon*—Province of Manitoba—King's Bench—Mathers, C. J.—April 2—Held: 1. Where the consumer continued to use water through a concealed pipe knowing that the supply so obtained was not going through the meter after a change made from a flat rate to a meter rate and the placing of a meter on another and visible supply pipe, he is liable to pay on the basis of the capacity of such concealed pipe for the entire time for the water so wrongfully taken through it unless he can prove the quantity actually used, and he must pay at the general fixed rate without regard to any reduced rate applicable to the metered service. *Lamb v. Kincaid*, 37 S. C. R. 516, and *Armory v. Delamirie*, 1 Strange 505, applied.

2. In computing the amount of damages recoverable for clandestine use of a water supply the maxim "*omnia præsumentur contra spoliatores*" applies. *Lamb v. Kincaid*, 38 S. C. R. 516, specially referred to; see also, *The King v. Chlopek*, 1 D. L. R. 96.

3. Where a settlement of a claim for water rates by a municipal corporation against a consumer is made by unanimous resolution of the council, and the terms of the settlement are in part carried out by payment to and acceptance by the treasurer of the municipal corporation of successive installments of money due to the municipality under the settlement, there is such ratification of the contract as to preclude a successful attack upon it by reason of the settlement not having been formally adopted by the council.

4. The voluntary acting under an agreement for five months after knowledge of facts afterwards set up to prove that the agreement was obtained by fraud, duress, undue influence or extortion, is such an unequivocal affirmation of the contract as to amount to a waiver of the complainant's right to rescind the contract upon these grounds even if proved.

5. When one party makes against another a claim in the existence and amount of which he has an honest belief, and the other agrees to pay it without investigation, such agreement, made in good faith, cannot afterwards be repudiated on the ground that the amount is excessive. *Dixon v. Evans*, L. R. 5 E. & I. Ap. 606, applied; *Smith v. Cuff*, 6 M. & S. 160, distinguished; see also, *Leake on Contracts*, 6th ed., p. 259, and *Lindsay Petroleum Co. v. Hurd*, L. R. 5 P. C. 240.—Canadian Case in Canada Law Journal.

Damages for Breach of Contract.—An English Case on Damages for Breach of Contract and Liquidated Damages or Penalty, is *Web-*